

**PROFESSIONAL HEALTHCARE SERVICES AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
AND
VERMILION COUNTY HEALTH DEPARTMENT**

(UIC Contract Ref. No. CC12000999)

*I-Plan Contract
Health & U of I*

THIS Professional Healthcare Services Agreement ("Agreement") is made and entered into by and between The Board of Trustees of the University of Illinois, a public body, corporate and politic of the State of Illinois, whose principal office is located in Urbana, Illinois, on behalf of its University of Illinois at Chicago College of Nursing's Institute for Healthcare Innovation, located at 845 S. Damen Avenue, M/C 802, Chicago, Illinois (hereinafter referred to as "University"), and the Vermilion County Health Department, a government entity of the State of Illinois, located at 200 S. College, Danville, Illinois 61832 (hereinafter referred to as "Client"). University and Client shall be collectively referred to herein as "the Parties" and individually as "a Party".

WHEREAS, among other things, Client is in the process of developing and submitting their Illinois Project for Local Assessment of Needs ("IPLAN") to the State of Illinois, Department of Public Health ("IDPH");

WHEREAS, University has the background and expertise in the areas of nursing education and research institution within the State of Illinois with five (5) regional locations, including nurse practitioners with various areas of expertise who are able to provide the services required by Client;

WHEREAS, Client seeks the expertise of University in providing guidance and assisting Client with developing and submitting Client's IPLAN to IDPH;

WHEREAS, Client and University desire to enter into an agreement for University to provide nursing consulting services under the terms and conditions set forth in this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed by and between the Parties hereto as follows:

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| ARTICLE 1. SCOPE OF SERVICES |
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1.1 University shall:

University agrees to make available the services of its faculty member, Dr. Krista Jones, DNP,MSN, ACHN, RN or any other faculty member mutually agreed upon ("Consultant") to Client for up to one-hundred (100) hours for the duration of the entire project. The details of the University's services to be provided to Client are outlined in Proposal to Vermilion County Health Department IPLAN Consultation dated October 6, 2011, Exhibit A, attached hereto.

1.2 Client's responsibilities shall include:

- a. The provision of office space at Client location; and
- b. Access to a computer; and
- c. A copy of Client's previous IPLAN; and
- d. Any necessary and required vital records data; and
- e. Copies of patient satisfaction surveys; and
- f. Any pertinent data on Client's providers; and
- g. A copy of Client's Assessment Protocol for Excellence in Public Health ("APEX") handbook.

1.3 Deliverables

University shall provide Client with the deliverables outlined in Proposal to Vermilion County Health Department IPLAN Consultation dated October 6, 2011, Exhibit A, attached hereto.

ARTICLE 2. DURATION OF AGREEMENT

2.1 Initial Term.

The term of this Agreement shall commence on October 1, 2011 and continue through June 30, 2012, unless terminated as provided herein.

2.2 Renewal Option.

This Agreement is not renewable.

ARTICLE 3. COMPENSATION

Client and University have negotiated this Agreement at arm's length, and both Parties believe that the fees to be paid to University represent reasonable compensation for the services to be provided.

3.1 Rate of Compensation: University shall receive compensation at the rate of \$7,000.00 for the period of this Agreement for all work and services performed including travel and communication expenses incurred in the performance of the services under this Agreement.

3.2 Method of Payment: Client agrees to pay University one-lump sum amount of \$7,000.00 after Agreement is signed by both parties and is fully-executed, but no later than November 30, 2011 for services rendered for the Agreement period.

3.3 Method of Billing: University will submit a detailed invoice to Client no later than November 30, 2011 for services to be performed and expenses incurred. Payment should be sent to address indicated on the invoice.

3.4 Late Payments: University will assess a finance charge of 21 % per annum (1.75 % per month) on the unpaid balance each month payment is delinquent and no services will be provide by University to Client until such payment is made in full.

3.5 Suspension of Services: University reserves the right to suspend services upon ten (10) days advanced written notice, for failure to pay University's invoices. Services shall immediately resume upon payment of monies owed to University, provided Client is not otherwise in default of its obligations under this agreement.

ARTICLE 4. TERMINATION OF AGREEMENT

4.1 Termination for Convenience: Either Party may terminate this Agreement without cause upon thirty (30) days prior written notice of such termination to the other Party. In the event of termination for convenience, University shall be paid for all services performed under this Agreement up to the effective date of termination.

4.2 Termination for Cause: Should either Party default in the performance of any material duties or obligations stated in this Agreement and such default or breach is not cured within ten (10) days after receipt of written notice of such default or breach from the other Party, the non-defaulting party may terminate this Agreement by giving thirty (30) days written notice of termination for failure to cure to the defaulting party. A waiver of any breach of this Agreement shall not constitute a waiver of any future breaches of this Agreement, whether of a similar or dissimilar nature.

University reserves the right to suspend all services to Client upon ten (10) days notice of delinquent payment until all delinquent payments are paid in full. If Client fail to pay in full within such ten (10) day notice, and University is not in breach of the Agreement, University may then immediately terminate this Agreement.

Either Party may terminate this Agreement immediately upon the other Party's:

- a. Failure to maintain any of the qualifications described in scope of services;
- b. Failure to obtain or inability to maintain the insurance coverage required by Article 11;
- c. Unexcused failure or refusal to provide the services contemplated by this Agreement;
- d. Adverse action by any licensing board relating to University Consultant.

In the event of termination for cause, upon notification, University will cease to provide services and shall be paid for work performed up to the effective date of termination.

4.3 Effects of Termination: Upon termination of this Agreement, neither Party shall have any further obligation to the other except for obligations accruing prior to the date of termination, and obligations, promises, or covenants contained which are expressly made to extend beyond the term of this Agreement.

ARTICLE 5. ADMINISTRATION AND NOTIFICATION

The individuals named below or then designee or successor shall be the Parties' authorized representative in all matters pertaining to procedures or the administration of the terms and conditions of this Agreement. All matters of interpretation and/or approval shall be directed to the Party's representative who will be the primary point of contact and coordinate any necessary response.

All communications hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received at the specified notification address. Include the Agreement number in any notifications.

University Representative:

Elizabeth Raleigh
University of Illinois at Chicago
Institute of Healthcare Innovation
College of Nursing
845 S. Damen Avenue, NURS 558 (M/C 802)
Chicago, IL 60612-7230
Tel: 312-996-7663
Fax: 312.996-3512
Email: eraleigh@uic.edu

Client Representative

Shirley Hicks
Vermilion County Health Department
200 S. College
Danville, IL 61832
Tel: 217-431-2662
Email: shicks@vchd.org

ARTICLE 6. INDEPENDENT CONTRACTOR

Client and University are independent contractors with respect to each other and nothing herein shall create any association, partnership, joint venture or agency relationship between them.

University agrees to use its reasonable best efforts to inform patients of its independent, non-employed status with Client. In furtherance of such, University's healthcare providers shall not refer to themselves as employees of Client. Neither Party is authorized to act on behalf of the other Party nor shall not have the authority to contract for, or bind the other Party in any manner.

University further agrees that no person performing services for University pursuant to this Agreement shall have any claim against Client for vacation pay, sick leave, retirement benefits, social security taxes, workers' compensation benefits, disability benefits, unemployment insurance benefits, salary, expenses or any other claim with respect to employment. University agrees that, it shall be responsible for paying all salaries and wages due all University employees performing services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations.

ARTICLE 7. DISCREPANCIES AND OMISSIONS

If there are any discrepancies and/or omissions regarding the scope of services to be provided, the University shall obtain written clarification from CLIENT before proceeding with the work affected by such discrepancies and/or omissions.

ARTICLE 8. LIMITATION OF LIABILITY

UNIVERSITY MAKES NO REPRESENTATIONS OF WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE MARKETABILITY, USE OR FITNESS FOR ANY PARTICULAR PUPOSE OF THE PROJECT RESULTS EXCEPT AS MAY BE SPECIFIED IN ARTICLE 1. Client agrees to indemnify and hold harmless University and its employees and agents against any and all costs, damages, and expenses, including attorneys' fees, arising from any claims, damages, or liabilities asserted by third parties arising from Client's use of the results. In no event shall University or its employees or agents be liable for any loss, claim or damage, which may arise from or in connection with the Agreement.

ARTICLE 9. INSURANCE

9.1 University Insurance:

By action of the Board of Trustees of the University of Illinois on August 1, 1976, a liability self-insurance plan was established, most recently amended on June 10, 2011. The Program and Plan documents are available on request. Under the terms of said Plan, University employees, who at the time of an occurrence are acting within the scope of duties assigned to them pursuant to this Agreement, are named insureds under the Plan. The limits of liability under the terms of the Plan are a maximum \$1,000,000 per claim or occurrence and \$3,000,000 aggregate. While the Program and Plan are in effect as to the date hereof, nothing contained herein shall be construed as precluding said Board of Trustees from modifying, revising, or canceling, in whole or part, the Program or the Plan; however, University agrees to provide Client with an advance thirty (30) day public notice in the event Program or Plan is canceled in whole or in part. Nothing herein should be construed to imply that employees working for University outside of the scope of this Agreement are covered by University's liability insurance.

9.2 Client Insurance:

Client agrees to maintain professional and general liability insurance, or self-insurance, in the minimum amounts of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees with an insurance carrier acceptable to the University. Client shall furnish University with a certificate of insurance or other written document reasonably satisfactory to the University as evidence of its insurance coverage in full force and effect.

ARTICLE 10. FORCE MAJEURE

Neither Party shall be liable for damages due to any delay or default in performing its respective obligations under this Agreement if such delay or default is caused by conditions beyond its control. Such conditions include but are not limited to failure by subcontractors or suppliers to furnish equipment, software, parts or labor; war, acts of terrorism, sabotage, insurrections, riots, civil disobedience and the like; acts of governments and agencies thereof; labor disputes; accidents; fires, floods or acts of God; government restrictions; strikes or work stoppages; and acts or failures to act of third Parties. So long as any such delay or default continues, the party affected by the conditions beyond its control shall keep the other party at all times fully informed concerning the matters causing the delay or default and the prospects of their ending. In such event, the delayed party shall perform its obligations hereunder within a reasonable time after the cause of the failure has been remedied, and the other party shall be obligated to accept such delayed performance.

ARTICLE 11. USE OF NAME

The Parties agree not to use the name of the other Party in advertising or for any other commercial purpose without the prior written approval of the other Party, which approval shall not be unreasonably withheld.

ARTICLE 12. CONFIDENTIALITY

Any information furnished by either party to the other shall be treated as confidential. Neither party shall disclose such information unless specifically authorized by the other or required to do so by law. Client is hereby advised that any part of this Agreement or any materials provided by Client and marked as confidential, proprietary or trade secret can be protected only to the extent permitted by Illinois statute.

ARTICLE 13. MEDICARE ACCESS TO BOOKS AND RECORDS

Both Parties agree to make available, upon written request by the Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any books, documents and records necessary to verify the costs of services rendered under this Agreement. Both Parties further agree to make said Agreement, books, documents and records available until the expiration of four (4) years after the services are furnished under this Agreement.

ARTICLE 14. CERTIFICATIONS

By signing this agreement, Client attests to the following certifications. Willfully falsifying certifications or affirmations may subject either Party to criminal penalties including fines and/or imprisonment.

14.1 Anti-bribery: Client certifies it is not barred from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

14.2 Non-Discrimination and Equal Employment Opportunity: Both Parties certify that they are in compliance with applicable provisions of the U. S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. Both Parties shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by U. S. Department of Labor regulations (41 C.F.R. Chapter 60).

Both Parties further certify that they are in compliance with applicable provisions of the Illinois Human Rights Act, Public Works Employment Discrimination Act, and the Chicago Human Rights Ordinance, and all other applicable state statutes, regulations, city ordinances, rules and other laws.

14.3 Exclusions Party Lists: Both Parties certify that neither it nor any of its employees and agents is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer.

Client represents and warrants it has checked the U. S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the U.S. Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. CLIENT also represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Client's employees and agents involved in service delivery.

University represents it has checked the GSA, EPLS, IDPA OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to its employees and agents involved in service delivery.

See the following websites: <http://epls.arnet.gov> and <http://www.state.il.us/agency/oig/search.asp>. Either Party may terminate contract without penalty if the other Party becomes excluded during life of this Agreement.

Each Party shall inform the other Party immediately if it would no longer be able to comply with these certifications at any time during the term of the Agreement.

ARTICLE 15. WORK PRODUCT

15.1 Intellectual Property. Any strategic or other plans or written analyses developed by University faculty members, including Dr. Krista Jones, DNP, MSN, ACHN, RN ("Consultant"), for Client under this Agreement, and all draft, intermediate and partial versions thereof, as well as all documentation, program materials, flow charts, notes, outlines and the like created in connection therewith, and all formulas, processes, algorithms, ideas, inventions, know-how or techniques, and any other information generated by Consultant during the course of his or her or their performance under this Agreement, and the copyright, patent, trademark, trade secret, and all other proprietary rights therein, and any derivative works created therefrom (collectively, the "Work Product"), shall be the sole and exclusive property of Client. Such ownership shall inure to the benefit of Client from the date of the conception, creation or fixation of the Work Product in a tangible medium of expression, as applicable. Client, University and Consultant agree that all copyrightable aspects of the Work Product shall be considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976 (the "Copyright Act"), as amended. If and to the extent the Work Product, or any part thereof, is found by a court of competent jurisdiction not to be a "work-made-for-hire" within the meaning of the Copyright Act, University and Consultant expressly assign to Client all exclusive right, title and interest in and to the copyright, patent, trademark, trade secret and all other proprietary rights in and to the Work Product without further consideration, free from any claim, lien for balance due or rights of retention thereto on the part of University or Consultant.

15.2 Proprietary Information. University and Consultant acknowledge that certain information that he or she or it shall have access to or acquire from Client is of a special and unique character and

constitutes Confidential Information of Client.

For purposes of this Agreement, "Confidential Information" means any material, data or information disclosed by Client to University and/or Consultant that is not generally known by or disclosed to the public or to third parties including, without limitation: (1) all materials, know-how, processes, trade secrets, manuals, confidential reports, services rendered by Client, financial and operational information, and other matters relating to the operation of Client or its affiliates business; (2) the Work Product including the software and related documentation; and (3) any other information that Client designates as confidential.

Subject to applicable law, University and Consultant agree not to directly or indirectly disclose, copy, distribute, republish or allow any third party to have access to any Confidential Information of Client without the prior written consent of Client. Unless otherwise authorized, upon the earlier of termination of this Agreement or request of Client, University and Consultant shall promptly return to Client all Confidential Information.

University and Consultant shall, upon learning of: (1) any unauthorized disclosure or use of Client's Confidential Information; or (2) any requirement that University and Consultant disclose Client's Confidential Information by operation of law, regulation or other legal process, notify Client promptly and in writing, and cooperate fully with Client to protect Client's Confidential Information.

University and Consultant acknowledge that any breach of this Proprietary Information will cause immediate and irreparable injury to Client, and that monetary damages shall be inadequate to compensate Client for such breach. Accordingly, in the event of such breach, Client shall be entitled to injunctive relief, in addition to all other remedies available to it at law or in equity. The terms of this Section shall survive the expiration or termination of this Agreement.

ARTICLE 16. SEVERABILITY

If any term of provision of this Agreement is rendered invalid or unenforceable by an Act of Congress or the Illinois Legislature, or by any regulation duly promulgated by officers of the United States or the State of Illinois acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect except as otherwise provided herein.

ARTICLE 17. NON-SOLICITATION

Client agree that they shall not, during the term of this Agreement or for two (2) years after termination of Agreement, actively solicit and/or offer employment to University's employees, contractors, or agents who are providing services under this agreement.

ARTICLE 18. HEADINGS

The headings of the articles contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

ARTICLE 19. ASSIGNMENT

This Agreement may not be assigned, in whole or in part, by either party without the prior written approval of the other party.

ARTICLE 20. AMENDMENTS

This Agreement shall not be amended, modified, altered or changed except by mutual agreement confirmed in writing and duly executed by University and Client.

ARTICLE 21. COMPLIANCE WITH LAWS

Client and University acknowledge that each has certain obligations in connection with applicable laws, regulation and accreditation standards. Both Parties acknowledge that, from time to time, either party may adopt policies, procedures and/or documentation requirements in connection with the implementation of such laws, regulations and accreditation standards. Each party agrees to cooperate with the other in this compliance.

ARTICLE 22. GOVERNING LAW

This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.

ARTICLE 23. WAIVER

The failure of either party at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement, attachments, amendments/addenda and incorporated references shall constitute the entire Agreement between the Parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Agreement.

APPROVAL AND EFFECTIVE DATE

This Agreement shall not be binding until signed by all Parties. The persons signing this Agreement represent that all articles including certifications are true and correct and that they have authority to bind their respective Parties.

The Board of Trustees of the
University of Illinois

By: _____

Walter K. Knorr, Comptroller

Date: _____

Vermilion County Health Department

By: Shirley J Hicks

Name: Shirley J Hicks

Date: 11-15-11

UIC Institute for
UNIVERSITY OF ILLINOIS
AT CHICAGO Healthcare Innovation
COLLEGE OF NURSING

Proposal to

Vermilion County Health Department
Illinois

IPLAN CONSULTATION

October 6, 2011

Judith Lloyd Storfjell, PhD, RN, FAAN
Executive Director

PROJECT PURPOSE

Vermilion County Health Department (VCHD) is in the process of developing and submitting their IPLAN to the Illinois Department of Public Health (IDPH) and requires assistance in facilitating and providing guidance for this important project.

BACKGROUND AND QUALIFICATIONS

The Institute for Health Care Innovation (IHCI) at the University of Illinois at Chicago College of Nursing (CON) is pleased to respond to this request for consulting services. The UIC College of Nursing is the preeminent nursing education and research institution within the state of Illinois with five regional locations. In addition to being ranked 6th nationally for NIH nursing research funding, the CON is home to the first WHO Collaborative Centre for Nursing and Midwifery as well as the Center for Nursing Development in Primary Healthcare. Through the IHCI, faculty experts provide consulting services to assist organizations with their specific project needs.

APPROACH AND METHODOLOGY

A collaborative approach will be used through this project. An IHCI faculty consultant will work closely with VCHD to assure the relevance of the work in progress. In order to reduce costs, we will rely on VCHD support to identify individuals for participation in interviews and/or focus groups and to schedule appointments and make arrangements for adequate work space.

TIMEFRAME

This project will begin at a mutually agreeable time in Fall 2011. It is expected that the deliverables will be completed by June 30, 2012.

CONSULTANTS

Dr. Krista Jones will be the primary consultant on this project. She has extensive experience in community and public health nursing as well as in healthcare management and organization. Her biosketch is attached.

DELIVERABLES

The project will consist of the following deliverables:

Facilitate at least one, face-to-face planning meeting with Vermilion County Health Department (VCHD) IPLAN Team to plan and provide guidance on organizing activities for IPLAN process.

Ongoing guidance and technical assistance will occur as needed and may be conducted via phone, email, or face-to-face as needed

Review completed Organization Capacity Self-Assessment to determine completeness, the current relevancy of the plan, and how the plan can be strengthened.

Facilitate at least one face-to-face meeting of the Community Health Committee for the purpose of conducting a community health needs assessment and developing a community health plan. (VCHD will identify and invite participants and handle meeting logistics.)

Identify methods for collecting additional community input (i.e., surveys interviews, focus groups, etc.)

Provide guidance on primary data collection for necessary plan components

Provide technical expertise in evaluating and comparing data

Produce report of data

Summarize key findings

Provide technical expertise regarding developing a system to monitor indicators over time for the local public health system

Assist VCHD IPLAN Team in analyzing the community health profile focusing on issues pertaining to health status and determine if a health problem exists.

Examine health priorities selected in the previous IPLAN and any other pertinent indicators.

Assess (using formula for percent of change) whether there has been a rate increase or decrease in the identified health priority.

Present results of the analysis to the Community Health Committee (explaining source and meaning of data)

Solicit input from the Community Health Committee on their perceptions of additional community health problems and ascertain if data or anecdotal reports are available to verify the perceived health problems.

Assist VCHD IPLAN Team in Prioritization of Community Health Problems

Select and utilize a prioritization process to prioritize community health problems

Determine if there is a need to retain or change the health priorities, and if additional health priorities should be added to the community health plan

Assist VCHD IPLAN Team in Conducting detailed analysis of Community Health Problems

Obtain information on health problem risk factors, including direct and indirect contributing factors.

Determine the importance of determining risk factors associated with health problems and the ability to develop outcome and impact objectives and proven intervention strategies that will affect the health priorities.

Summarize the analysis of each health problem

Assist VCHD IPLAN Team in inventorying current and potential community assets that might be useful in reducing the level of factors that indirectly contribute to the health problems identified by the Community Health Committee. (Stress the importance of community ownership of problems and its responsibility to change the conditions that contribute to the problem)

Identify barriers to reducing direct and indirect contributing factors-

Summarize the information on resources and barriers

Assist VCHD IPLAN Team with development and preparation of the Community Health Plan that systematically describes the prevailing health status and health needs of the population within the local health department's jurisdiction. The Health Plan will include the following components:

A statement of purpose of the community health plan that includes how the plan will be used to improve health of the community;

A description of the process used to develop the Community Health Plan (include list of community groups involved in the process)

A description of each priority including the importance of the priority health need, summarized data and information on which the priority is based, the relationship of the priority to the Healthy People 2020 National Health Objectives and subsequent revisions and factors influencing the level of the problem (e.g., risk factors, direct and indirect contributing factors);

At least one measurable outcome objective covering a five-year time frame related to each priority health need;

At least one measurable impact objective with intermediate time frame (i.e., 2 to 3 years) related to each outcome objective

At least one proven intervention strategy to address each impact objective. The description should include a discussion of the community resources that will contribute to implementation, estimated funding needed for implementation, and anticipated sources of funding; and

An evaluation plan describing how progress in achieving the outcome and impact objectives and the effectiveness of the intervention strategy will be assessed.

Provide assistance in development of an Executive Summary of the plan which includes the following components:

Explanation of IPLAN (Purpose/Definition/Model use)

Contextual background may include

State Health Improvement Plan (SHIP) linkage

Community Health Rankings linkage

Past IPLAN priorities and progress made

Summary of the IPLAN

Assessment findings

Priorities selected

Review entire plan with VCHD IPLAN team for completeness prior to draft and final submission of plan to the State.

Fees

Based on the information provided by VCHD, the project fee is estimated at \$7,000 for a maximum of 100 consultant hours. This fee includes the deliverables as outlined above and travel as well. A payment of \$7,000 and a signed contract will initiate the project.

Agreement

If events occur which require work beyond the scope described above, we would obtain your approval before incurring any additional time or expense. The project will be initiated once both parties have agreed to the terms outlined in this proposal, a start date has been determined, a contract signed and the fee received.

We are enthusiastic about the opportunity to be of service to VCHD for this very important project. Please sign and return one copy of this agreement if you wish to proceed with the project as described. If you are in agreement, UIC will initiate a contract. Please do not hesitate to contact me if you have any questions.

Judith Lloyd Storfjell

10/12/11

Judith Lloyd Storfjell, PhD, RN, FAAN

Date

Executive Director, Institute for Health Care Innovation

Approved by:

Shirley Hicks

PUBLIC HEALTH ADMINISTRATOR 11-15-11

Vermilion County Health Dept

Position

Date